# Case 16-10507-ref Doc 43 Filed 03/04/17 Entered 03/05/17 00:57:46 Desc Imaged

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Terry A. Frederick Maia Frederick Debtors Case No. 16-10507-ref Chapter 13

### CERTIFICATE OF NOTICE

District/off: 0313-4 User: Keith Page 1 of 1 Date Rcvd: Mar 02, 2017

Form ID: pdf900 Total Noticed: 3

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Mar 04, 2017. db/jdb

cr

+Terry A. Frederick, Maia Frederick, 630 Onyx Cave Road, Hamburg, PA 19526-8641 +Ditech Financial LLC FKA Green Tree Servicing, LLC, 14841 Dallas Parkway, Suite 300,

DALLAS, TX 75254-7883

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

E-mail/PDF: gecsedi@recoverycorp.com Mar 03 2017 01:38:32 Synchrony Bank, c/o Recovery Management Systems Corporat, 25 SE 2nd Avenue, Suite 1120,

Miami, FL 33131-1605

TOTAL: 1

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 04, 2017 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 2, 2017 at the address(es) listed below:

DAVID S. GELLERT on behalf of Debtor Terry A. Frederick dsgrdg@ptdprolog.net
DAVID S. GELLERT on behalf of Joint Debtor Maia Frederick dsgrdg@ptdprolog.net
DENISE ELIZABETH CARLON on behalf of Creditor BANK OF AMERICA, N.A. bkgroup@kmllawgroup.com
FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf\_frpa@trusteel3.com
FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf\_frpa@trusteel3.com
LISA MARIE CIOTTI on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf\_frpa@trusteel3.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Maia Frederick		CHAPTER. 13
Terry A. Frederick	Debtors	
BANK OF AMERICA, N.A.	Movant	NO. 16-10507 REF
VS.	Wild vant	
Maia Frederick		
Terry A. Frederick	Debtors	11 U,S.C. Section 362
Frederick L. Reigle	T	
Esq.	Trustee	

### **STIPULATION**

AND NOW, 1t is hereby stipulated and agreed by and between the undersigned as follows:

I. The post-petition arrearage on the 2011 Volkswagen Jetta Sedan ("Vehicle"), bearing a VIN Number of 3VWDZ7AJIBM013389 held by Movant on the Debtor's vehicle is \$2,419.09 which breaks down as follows;

Post-Petition Paymenls: September 2, 2016 lhrough February 2, 2017 at \$441.93 Total Post-Petition Arrears \$2,419.09

- 2. Debtors shall **cure** said arrearages and make ongoing payments in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtors shall make a payment of \$2,419.09.
- b). Beginning March 2017 and continuing throughout the bankruptcy, Debtors shall pay the present monthly payment of \$441.93 on the Vehicle (or as adjusted pursuant to the terms of the contract) on or before the second (2nd) day of each month at the address below;

Bank of America, N.A. POBox 660933 Dallas, TX 75266-0933

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
  - 5. The stay provided by Bankruptcy Rule 4001(")(3) is waived.
- 6. If the case is converted to Chapter 7. Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the contract and applicable law.
  - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 1, 2017 /s/Denise Carton, Esquire

Denise Carlon, Esquire Thomas I. Puleo, Esquire Attorneys for Movant KML Law Group, P.C.

Main Number: (215) 627-1322

Date; 2/21/17

DAYID S. GELLERT ESQUIRE

Attorney for Debtor

Date: 2/22/17

Frederick L. Reigle, Esquire

Chapter 13 Trustee

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Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_\_.2017. However, the court retains discretion regarding entry of any further order.

**Date: March 2, 2017** 

Bankruptcy Judge Richard E. Fehling